

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
CABLEVISION OF BOSTON, ~~INC.~~

This Agreement is made as of the _____ day of _____, 1983, by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Cablevision of Boston, Inc., hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is to be used solely for the purposes of installation, maintenance and use of underground cable television conduits the location of which in the License Area shall be set forth on a plan which shall have been approved by the Licensor. The Licensee shall maintain all its property, real and personal, located in or on the License Area, in good and safe condition at all times during the License term. Such maintenance, and the installation or use of such property, shall not at anytime interfere with any other use, whether contemporaneous or prospective, of the parcel in which the License Area is located.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. It is understood and agreed by the parties hereto that the Licensee does not, by virtue of this License, have any authority to lay cable over or under private property. Any such authority must be obtained by the Licensee from each such individual property owner.
4. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license. Upon the termination of this License after the above-described notice or otherwise, the Licensee shall remove the conduits and any other fixed improvements installed by the Licensee and shall repair any damage caused by such installation or removal. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors,

guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

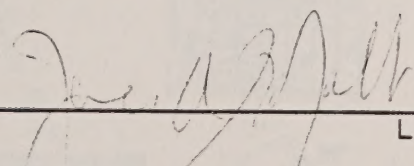
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Fifty Thousand (\$50,000) Dollars for property damage, Five Hundred Thousand (\$500,000) Dollars for injury or death to one person, and One Million (\$1,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

In witness whereof the parties hereto have placed their hands and seals below as of the the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

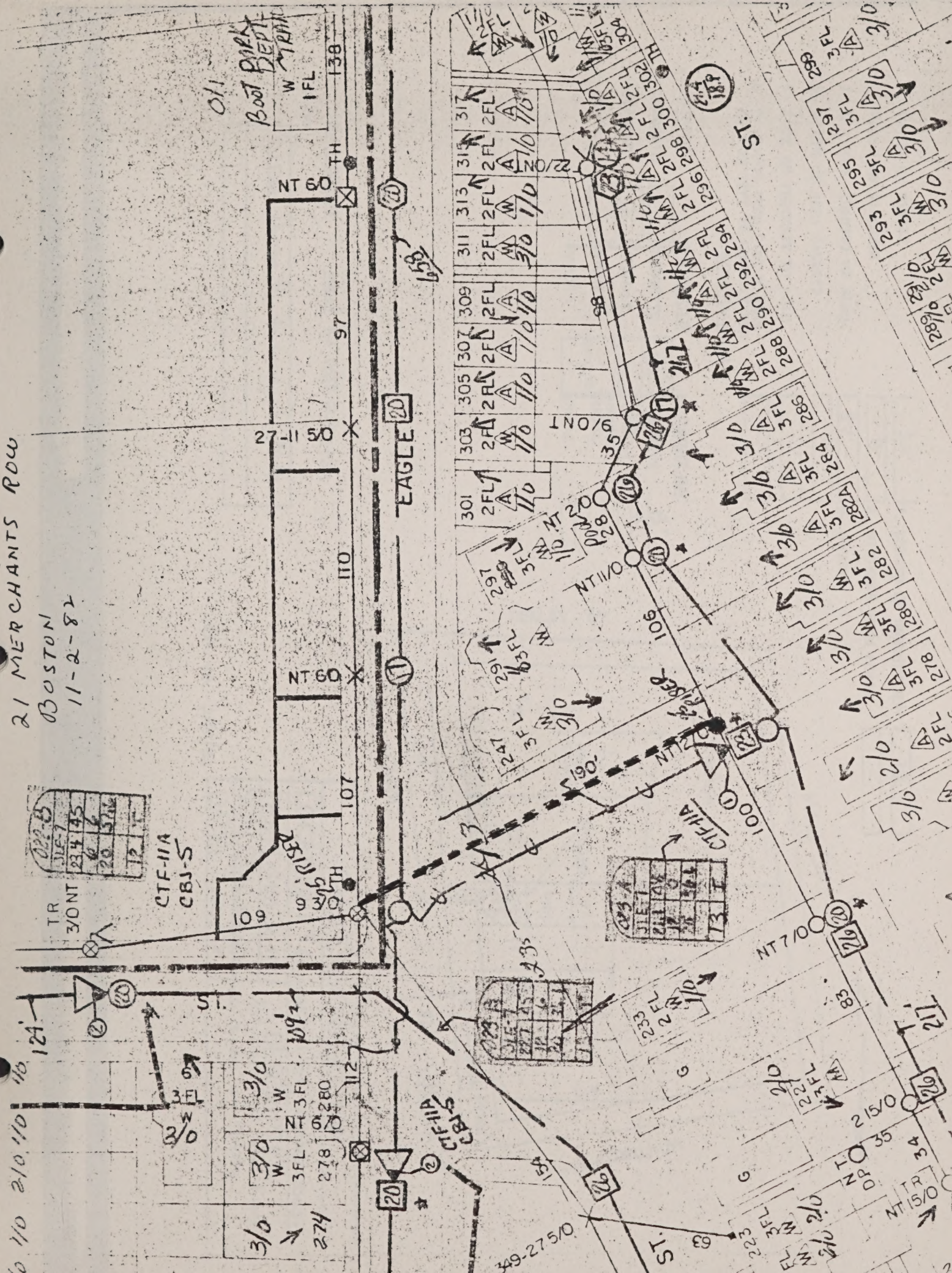
CABLEVISION OF BOSTON, INC.

By:  Licensee

Approved as to form:

CAB VISION/WOOLSON
21 MERCHANTS ROW
BOSTON
11-2-82

011
Boot Dept
W TRAIL
1FL



- 1 WIDTH OF STREET 23'
- 2 WIDTH OF SIDEWALK 6'
- 3 (LENGTH) - (WIDTH) OF BLDG. —
- 4 WIDTH OF AREA (ALLEY) —
- 5 EDGE OF PROPERTY TO POLE 58'
- 6 DISTANCE FROM SIDE R REAR OF PROPERTY TO CONDUIT RUN —

AREA MATERIALS

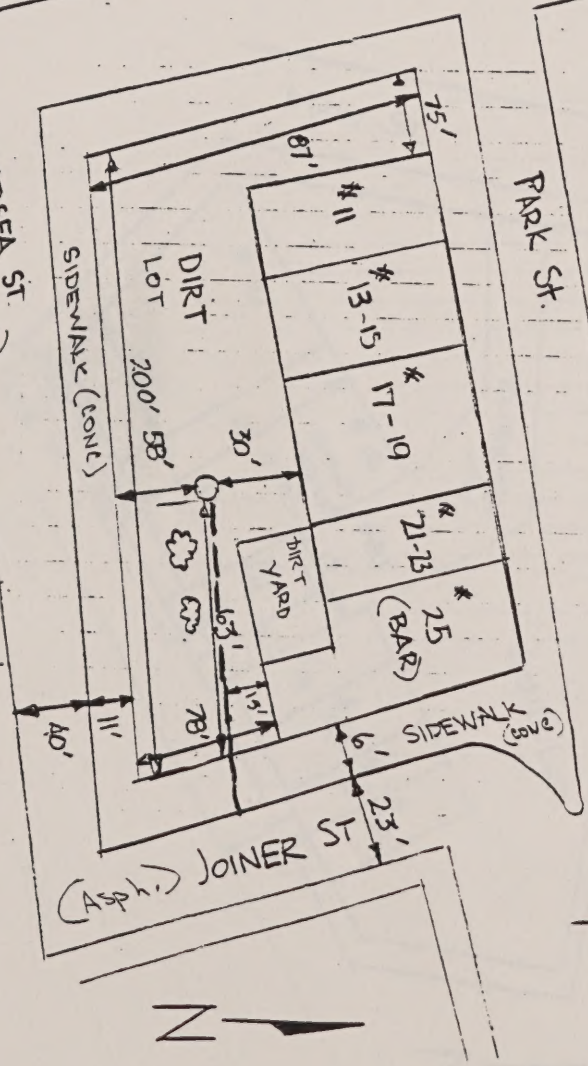
STREET	SIDEWALK	CONDUIT RUN
CONCRETE ☐	CONCRETE ☒	CONCRETE ☒
ASPHALT ☒	ASPHALT ☐	SOIL, ASPHALT ☐
BRICK ☐	STONE ☐	GRAVEL, BRICK ☐
	BRICK ☐	BRICK ☐

7. LENGTH OF CONDUIT RUN 69'
8. DISTANCE FROM FENCE —
9. OTHERS: —

NEW ST



Park St.



CHELSEA ST (ASPH)

OWNER: PHONE:

PHOTOGRAPHS ROLL# 42 DATE 2/23/83

- SNAP#
- 4 From Chelsea St. to Pole.
 - 5 From Pole to Joiner St.
 - 6 From Joiner St. to Pole.
 - 7 Pole itself

SURVEY TEAM: DATE 2/23/83

OWNER: CAIBLEVISION/BOSTON	
LOCATION: lot in Rear 11-25 Park St CHARLESTON	
PRINT: 2455 Wg #2	DESCRIPTION Underground from 5' to pole in open lot
SCALE: As shown	
DATE: 2/23/83	

- 1 WIDTH OF STREET 34'
- 2 WIDTH OF SIDEWALK 8'
- 3 (LENGTH) - (WIDTH) OF BLDG. 45' x 46'
- 4 WIDTH OF AREA (ALLEY) 13'
- 5 EDGE OF PROPERTY TO POLE —
- 6 DISTANCE FROM SIDE & REAR OF PROPERTY TO CONDUIT RUN —

AREA MATERIALS

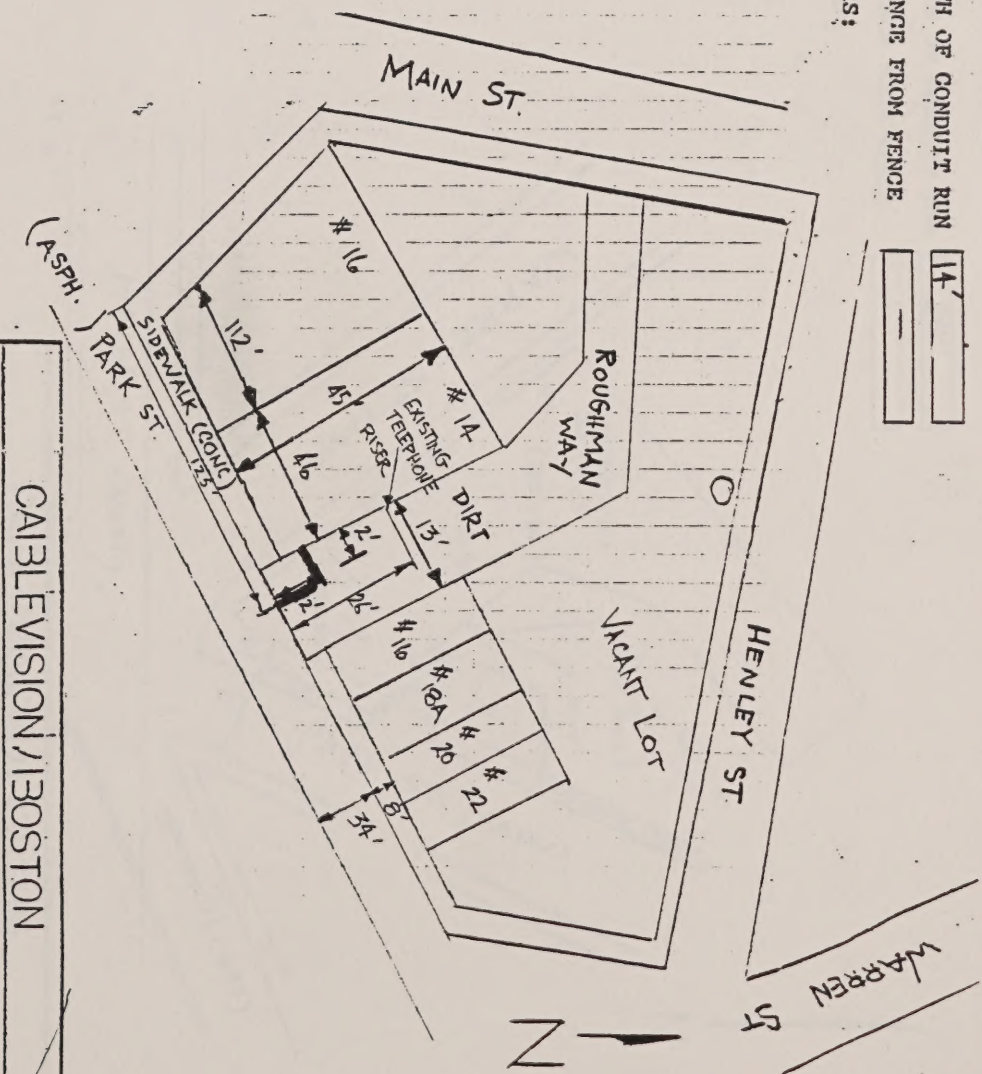
STREET	SIDEWALK	CONDUIT RUN
CONCRETE	CONCRETE	CONCRETE
ASPHALT	ASPHALT	SOIL, ASPHALT
BRICK	STONE	GRAVEL, BRICK
	MURICK	BRASS

7. LENGTH OF CONDUIT RUN 14'
8. DISTANCE FROM FENCE —
9. OTHERS: —

PHOTOGRAPHS ROLL# 42 DATE 2/23/83

- SNAP#
- 1 From St to side of bldg
 - 2 ST. Down ALLEY
 - 3 ALLEY TO ST. SHOWING TELE. RISER and Riser location.

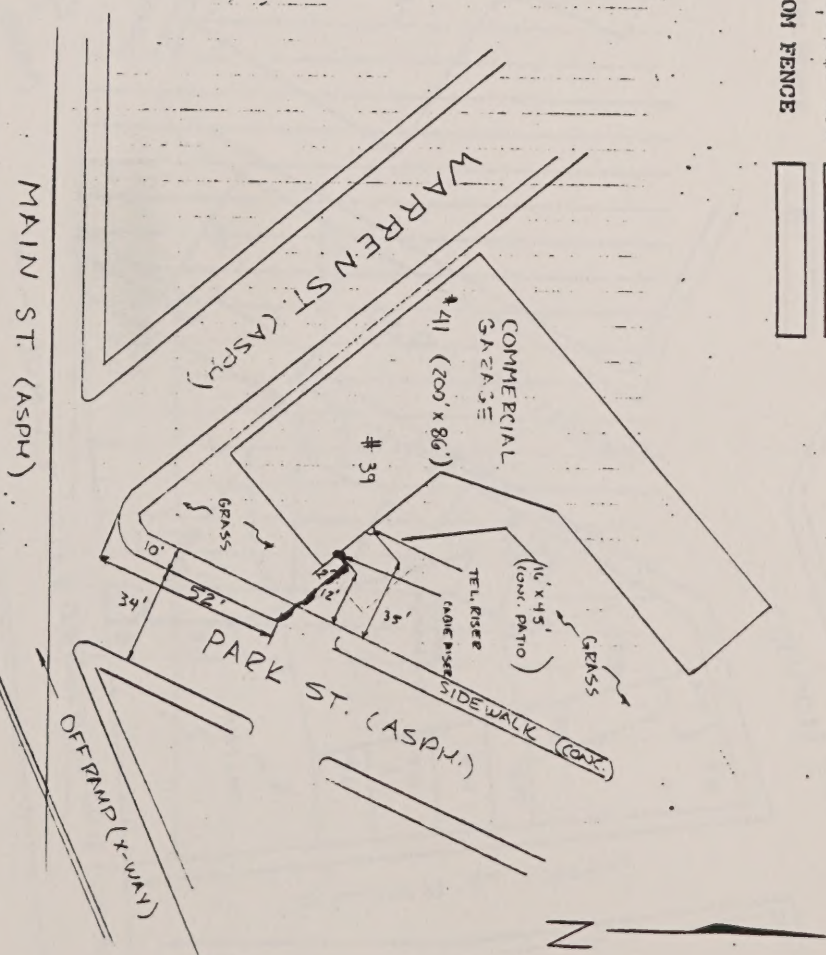
SA. RF 2/23/83



CABLEVISION/BOSTON	
LOCATION: #14 Park St, CHARLESTOWN	
PRINT: 2455 R-20	DESCRIPTION Underground to Riser on side of Bldg.
SCALE: AS SHOWN	
DATE: 2/23/83	

- | | | | | |
|---|--|------------|--------------------------|-----|
| 1 | WIDTH OF STREET | 34' | 7. LENGTH OF CONDUIT RUN | 24' |
| 2 | WIDTH OF SIDEWALK | 10' | 8. DISTANCE FROM FENCE | |
| 3 | LENGTH - (WIDTH) OF BLDG. | 200' x 84' | 9. OTHERS: | |
| 4 | WIDTH OF AREA (ALLEY) | | | |
| 5 | EDGE OF PROPERTY TO POLE | | | |
| 6 | DISTANCE FROM SIDE & REAR OF PROPERTY TO CONDUIT RUN | 2' | | |

STREET		SIDEWALK		CONDUIT RUN	
CONCRETE	☐	CONCRETE	☒	CONCRETE	3'
ASPHALT	☒	ASPHALT	☐	SOIL, ASPHALT	
BRICK	☐	STONE	☐	GRAVEL	
		BRICK	☐	BRICK	
				MASS	



<u>PHOTOGRAPHS</u>	<u>ROLL#</u>	<u>DATE</u>
SNAP# 9, 10	42	2-23-83

CAIBLEVISION/130STON	
LOCATION: 39 1/4 WAREHO ST.	
PRINT: 2455-R-12	DESCRIPTION UNDERGROUND IRON ST TO RISER ON BLDG.
SCALE: ~	
DATE: 2-23-83	

- 1 WIDTH OF STREET
- 2 WIDTH OF SIDEWALK
- 3 (LENGTH) - (WIDTH) OF BLDG.
- 4 WIDTH OF AREA (ALLEY)
- 5 EDGE OF PROPERTY TO POLE
- 6 DISTANCE FROM SIDE & REAR OF PROPERTY TO CONDUIT RUN

AREA MATERIALS

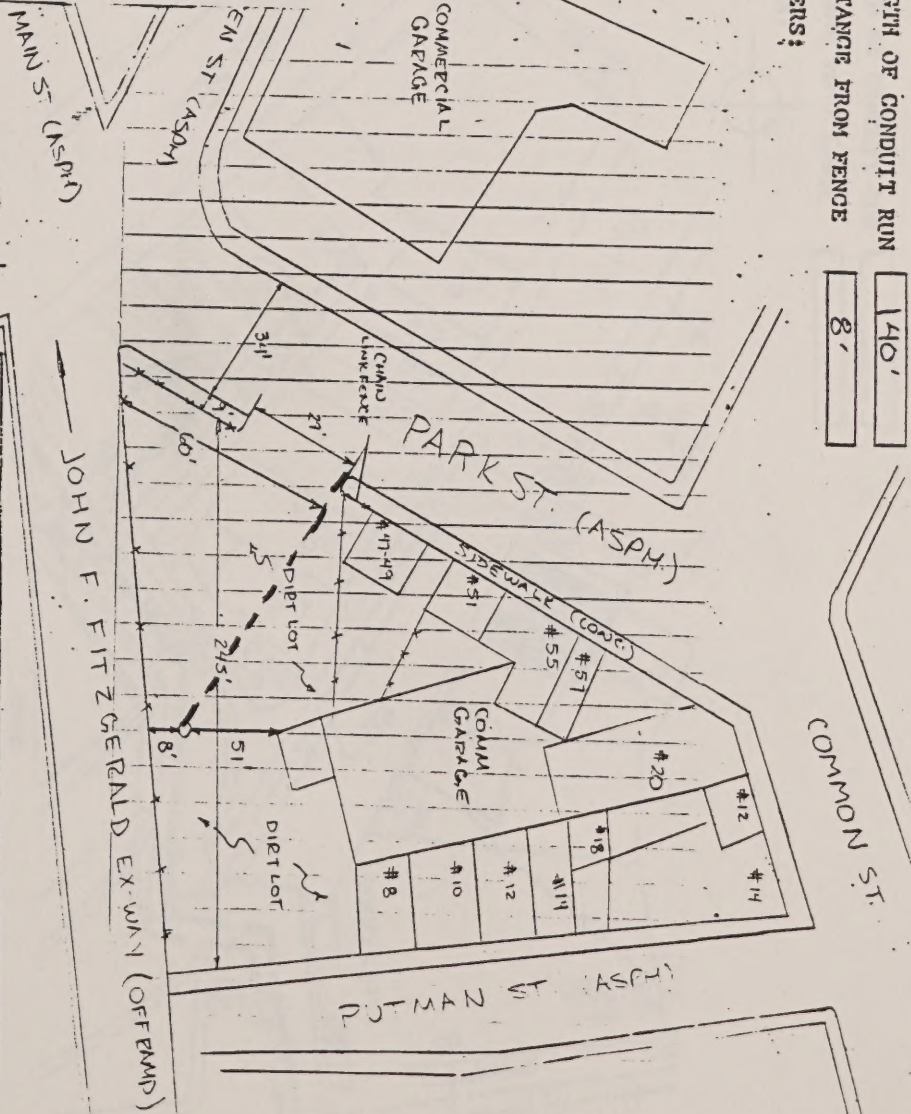
STREET	SIDEWALK	CONDUIT RUN
CONCRETE	CONCRETE	CONCRETE
ASPHALT	ASPHALT	SOIL, ASPHALT
BRICK	STONE	GRAVEL, BRICK
	BRICK	MASS

7. LENGTH OF CONDUIT RUN
8. DISTANCE FROM FENCE
9. OTHERS:

PHOTOGRAPHS	ROLL#	DATE
SNAP# 11,12,13	42	2-23-83
FROM ST TO POLE POLE ITSELF IN LOT POLE TO ST.		

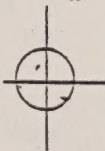
S.A. P.F.

CABLEVISION/BOSON	
LOCATION: LOT BESIDE 47-49 PARK ST.	DESCRIPTION
PRINT: 2455-UG#3	UNDERGROUND FROM ST TO POLE
SCALE:	
DATE: 2-23-83	



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- | | |
|--|--|
| | |
|--|--|



SIDEWALK
CONCRETE
ASPHALT
STONE
CURB

CONCRETE
SOIL,
ASPHALT
GRAVEL,
BRICK
PAVS

[illegible]

B.R.A. Property

Devoted in Green

SURVEY TEAM: JG
DATE: 2/25/83

DATE
2/25/83

OWNER:

PIIONE

OWNER
CABLEVISION/BOSTON

LOCATION: 16-18A. Park St

PRINT: 2455-A1

SCALE: As Shown

DATE: 2/25/83

DESCRIPTION
Aerial Attachments
near of Buildings
As Required

MEMORANDUM

MARCH 31, 1983

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: LICENSE AGREEMENT BY AND BETWEEN BOSTON REDEVELOPMENT
AUTHORITY AND CABLEVISION OF BOSTON

As you are aware, Cablevision of Boston has been granted a license by the City of Boston to construct and operate a cable television system available to all residents of the city. Work is presently underway in East Boston and Charlestown. Under initial discussions with Cablevision, there will be a number of instances throughout the city where Cablevision's conduits will pass over or under Authority owned land. In each case, Cablevision will seek prior staff review to be sure not to adversely affect the development potential of any site and, in any event, will seek Authority Board approval prior to entering any site. Moreover, Cablevision has agreed to remove their cables upon thirty-day notice from the Authority.

The Cablevision system will follow the routing design of the New England Telephone Company and Boston Edison and some public and private property. Cablevision of Boston is requesting permission to install, operate and maintain cable television wires upon Boston Redevelopment Authority property located at 235-243 Trenton Street, East Boston; 11 and 25 Park Street, 42 Warren Street, 14 Park Street, 34 and 39 Warren Street, 47 and 49 Park Street, and 16 and 18 Park Street, Charlestown; as indicated on the attached plan. Cablevision shall carry, for the term of this license, comprehensive public liability insurance naming the Authority as co-insured, thereby indemnifying the Authority against all claims and demands for personal injury and property damage with respect to the license area; and will replace or restore any and all property disturbed or damaged by placement of the underground conduits (see attached license agreement).

Therefore, it is recommended that the Authority adopt the attached license agreement and grant permission to Cablevision of Boston to install cable wires on 235-243 Trenton Street, East Boston; 11 and 25 Park Street, 42 Warren Street, 14 Park Street, 34 and 39 Warren Street, 47 and 49 Park Street, and 16 and 18 Park Street, Charlestown. An appropriate vote follows.

VOTED: That the Director be and hereby is authorized to execute a license agreement with Cablevision of Boston to install cable wires on 235-243 Trenton Street, East Boston; 11 and 25 Park Street, 42 Warren Street, 14 Park Street, 34 and 39 Warren Street, 47 and 49 Park Street, and 16 and 18 Park Street, Charlestown; subject to a thirty-day notice to vacate. Said license is to contain the express provision that no obligation on the part of the Authority, direct or indirect, is to be construed beyond this temporary agreement. Said license shall also contain the express provision that the licensee agrees to assume complete responsibility for compliance with all municipal codes and ordinances. Said license shall further provide that the licensee shall obtain liability insurance naming the Authority as co-insured and licensee agrees to indemnify and hold harmless the Authority from any liability and/or damage resulting from the licensee's use of the premises. Said license is to include such other terms and conditions as the Director deems proper and in the best interest of the Authority. Said license agreement, which is attached, shall become the standard format to be utilized for future Cablevision of Boston requests when the Authority approves future conduits in any urban renewal areas of the City of Boston.

